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22977-0

JAN 13 '05 2-26 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

January 13, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale, dated as of December 23, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease Agreement previously filed with the Board under Recordation Number 22977.

The names and addresses of the parties to the enclosed document are:

Seller: NOVA Chemicals Corporation
645- 7th Avenue S.W.
Calgary Alberta CD T29 4G8]

[Buyer: Procor Limited
734 - 7th Avenue S.W.
Calgary Alberta CD T29 3P9[

Mr. Vernon A. Williams
January 13, 2005
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A description of the railroad equipment covered by the enclosed document is:

1 covered hopper car: NCIX 7100.

A short summary of the document to appear in the index is:

Bill of Sale.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 22977-11 FILED

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BILL OF SALE

SURFACE TRANSPORTATION BOARD

Reference is hereby made to the Railcar Lease Agreement (the "Lease Agreement") effective June 29, 2000 between NOVA Chemicals Corporation ("Seller") and Procor Limited ("Lessor").

All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Lease Agreement.

Pursuant to Section 11.4 of the Lease Agreement, in consideration of other good and valuable consideration and the sum of Ten Dollars (\$10.00) (the receipt and sufficiency of which are hereby acknowledged), Seller hereby assigns, transfers, conveys, grants, bargains, sets over, delivers and confirms to Lessor all of Seller's right, title and interest, in and to the Unit designated on Exhibit 1 attached hereto (the "Replacement Unit"), together with any other right, title and interest which Seller may now have or subsequently acquire in any personal property becoming part of the Replacement Unit hereto, to Lessor and its successors and assigns for their own use and benefit.

Seller hereby warrants to Lessor and its successors and assigns that at the time of delivery of the Replacement Unit, Seller had good and marketable title thereto free and clear of all Liens and that all of its right, title and interest in and to the Replacement Unit is hereby validly and effectively transferred to Lessor, and Seller covenants that Seller will warrant and defend such title to such personal property against any claims or demands of all persons and entities whomsoever and the benefits of these warranties of Seller to Lessor shall inure to the benefit of each successor and assign of Lessor and their successors and assigns.


This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable thereto.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its name and on its behalf by its officer, thereunto duly authorized.

Effective December 22, 2004

NOVA CHEMICALS CORPORATION

By: 
Name: Ronald E. J. Kemle
Title: Assistant Corporate Secretary

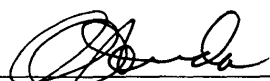
By: 
Name: John P. Sereda
Title: Treasurer

EXHIBIT 1

Description of Replacement Unit

1 - 6400 cubic foot covered hopper car manufactured by National Steel Car Limited bearing reporting mark NCIX 7100.